

**INTRAMURAL MATERIAL TRANSFER  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

(to be used for materials transferred between NIH Providers & Recipients)

**NOTE: THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS**

1. NIH provider investigator (Provider) agrees to transfer to NIH recipient investigator (Recipient) the following Research Material:

\_\_\_\_\_.

2. This Research Material will be used by Recipient solely in connection with the following research project (Research Project) described with specificity as follows (use an attachment page as necessary):

\_\_\_\_\_.

3. Recipient agrees not to change the Provider's nomenclature of the Research Material for any manipulations that do not change the nature of the Research Material. Such manipulations include, but are not limited to, plaque purification, cloning, and generation of additional material from the Provider's Research Material.
4. The Research Material will only be used for research purposes by Recipient in his/her laboratory under suitable containment conditions. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.
5. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. Public disclosure of the Research Material could nullify patent protection, thus the Recipient should inform the Provider 60 days in advance of any anticipated disclosures.
6. Recipient agrees not to transfer the Research Material to other people not under his/her direct supervision without advance written approval of Provider.
7. The NIH shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. Inventorship determinations shall be made according to 37 CFR S 501 et seq. and 45 CFR S 7.1 and 7.3 et seq.
8. This Material Transfer Memorandum of Understanding and Agreement shall be construed in accordance with Federal Law.
9. Additional Terms: The undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate.

\_\_\_\_\_  
Provider Investigator      Title      Division Institute      Date

\_\_\_\_\_  
Recipient Investigator      Title      Division Institute      Date